

# EXHIBIT C

1 IN THE UNITED STATES DISTRICT COURT

2 FOR THE DISTRICT OF WYOMING

3 -----

4 MO POW 3, LLC, and

5 MO POW 4, LLC,

6 Plaintiffs,

7 vs.

Case No. 1:22-CV-155-SWS

8 CRYPTO INFINITI, LLC,

9 Defendant.

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30(b)(6) VIDEOCONFERENCE DEPOSITION OF JINWEI ZHANG

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Taken in behalf of Plaintiffs

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9:55 a.m., Thursday

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November 16, 2023

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PURSUANT TO NOTICE, the 30(b)(6) videoconference

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deposition of JINWEI ZHANG was taken in accordance with

17

the applicable Federal Rules of Civil Procedure before

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Randy A. Hatlestad, a Registered Merit Reporter and a

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Notary Public in and for the State of Wyoming.

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1 say, "Sorry, miners who are online, because it's hot  
2 today."

3 Q. Was any of that data from the Georgia site that  
4 you just referenced stored and saved anywhere?

5 A. I don't know.

6 Q. Let's talk about paragraph 8 of the first  
7 amended complaint. It's on the screen. And the first  
8 sentence references a May 16th, 2022, site visit. Who  
9 from Crypto Infiniti attended the May 16th site visit?

10 A. I did.

11 Q. Was there anyone else from Crypto Infiniti with  
12 you?

13 A. No.

14 Q. I'm going to drop to the sentence that starts  
15 at the very bottom of the page that says, "Mr. Guel  
16 represented" -- and then it goes on to the next page to  
17 say -- "that MO POW 3 and MO POW 4 would provide data to  
18 Crypto Infiniti concerning management of the EZB  
19 containers and represented that the EZB containers would  
20 be managed in a way to avoid overheating issues."

21 Are you aware of a documentation, be it a text  
22 message or an e-mail, that contains those statements from  
23 Mr. Guel?

24 A. I don't recall. I believe Mr. Guel -- most  
25 conversations I had with him was on a phone call and in

1 person. This visit, we had a conversation in person.

2 Q. The last sentence of this paragraph says,  
3 "Mr. Guel also represented that Crypto Infiniti  
4 representatives could visit the sites at any time where  
5 its digital currency equipment was to be located." Do  
6 you have any documentation, text message, e-mail, for  
7 example, that contains those statements?

8 A. I cannot confirm or deny that. I don't recall  
9 any text message, but maybe they exist. But I would say  
10 I don't remember that.

11 Q. I should clarify. When I say "you" in today's  
12 deposition, I am referring to Crypto Infiniti, the  
13 company, since you're here as the corporate  
14 representative. So would there be any other employees or  
15 owners of Crypto Infiniti that would have or may have  
16 communications with Mr. Guel?

17 A. No.

18 Q. I've scrolled down in the first amended  
19 complaint to paragraph number 22.

20 A. Yes.

21 Q. This paragraph says, "A representative of  
22 MO POW 3 and MO POW 4 showed the newly installed  
23 software" -- and then in parentheses, it says  
24 "foreman.mn" -- "and promised to provide Crypto Infiniti  
25 with data of digital currency equipment temperatures upon

1 obtaining permission from Mr. Guel."

2 First question, what representative promised to  
3 provide Crypto Infiniti with data if Mr. Guel approved?

4 A. There was a guy working on the site. It's  
5 Mr. Guel's employee. I can't recall his name. I don't  
6 really have a direct communication with him just because  
7 he's Mr. Guel's employee. I feel it will be implied if I  
8 communicated directly with him without Mr. Guel. He  
9 promised me he will provide me -- actually, Mr. Guel  
10 promised me that he will provide me all the information I  
11 need. And he actually showed me that time on-site of how  
12 the software works.

13 And also, "foreman.mn," the owner of the  
14 software company was on-site that day. So both of them  
15 showed me how the software works. But at that time,  
16 there was no machine running at the time. They only  
17 showed me how the software worked. There was no miner  
18 yet running. At the moment, they were just finishing  
19 installing the site that they showed me. But in my later  
20 visit, those miners were out, and I wasn't provided the  
21 last information.

22 Q. Now, it's true, isn't it, that Mr. Guel  
23 followed up on this request for data about temperatures  
24 and denied the request? Correct?

25 A. No, it's not true. He promised me he would

1 and text message much. He likes to have phone calls.

2 Very older professional gentleman.

3 Q. Let's go to paragraph 23, the very next one.

4 It talks about how, on June 17, 2022, Mr. Guel provided

5 Crypto Infiniti with a bill of lading for transformers

6 and a screenshot for payment of EZB containers. Do you

7 see that?

8 A. Yes.

9 Q. As of June 17th, 2022, had Crypto Infiniti

10 shipped any equipment to either the MO POW 3 or MO POW 4

11 sites?

12 A. No, not yet. Because Mr. Guel told me I need

13 to hold on to it until he figured out where to ship the

14 equipment.

15 Q. How did Mr. Guel communicate his desire for you

16 to wait?

17 A. Because the site is not ready. They don't have

18 a place for storage of the miner.

19 Q. Sorry. I probably asked a bad question. Did

20 Mr. Guel send you an e-mail, text message, or was it a

21 phone call where he communicated --

22 A. A phone call. Mr. Guel normally does a phone

23 call because he's an old-style gentleman. He likes phone

24 calls.

25 Q. I think you can agree, though, that the

1 contracts for the MO POW 3 and MO POW 4 sites provide  
2 shipping locations. Correct?

3 A. Correct. I think I do recall to see a  
4 location, yeah, shipping location.

5 Q. As of June 17th, 2022, did Crypto Infiniti have  
6 its equipment assembled and ready to ship?

7 A. Yes.

8 Q. Where was the equipment assembled?

9 A. At a different location. We have different  
10 equipment, and some of them were in Utah, and some of  
11 them were in Georgia.

12 Q. Did you or anyone at Crypto Infiniti e-mail  
13 anyone affiliated with MO POW 3 or MO POW 4 and inform  
14 them that your equipment was ready to ship?

15 A. I believe there was a letter from our previous  
16 lawyer and sent to Mr. Guel and asked for the shipping  
17 address, and that was never answered.

18 Q. I think I understand the letter you're  
19 referencing. My question was a little different, though.  
20 I understand there's a letter requesting confirmation of  
21 the shipping address. My question, though, is did Crypto  
22 Infiniti ever inform anyone affiliated with MO POW 3 or  
23 MO POW 4 that you had assembled equipment ready to ship?

24 A. I told Mr. Guel during our meetings that once  
25 ready, we're ready to ship equipment anytime. They were

1 on a pallet in Utah. The first equipment was already on  
2 a pallet in Utah.

3 Q. I think we can agree, though, Crypto Infiniti  
4 never shipped equipment to either the MO POW 3 or MO POW  
5 4 site. Is that right?

6 MR. GARRETT: Objection. Form. You can  
7 answer.

8 A. Yes. We never shipped because we don't have a  
9 confirmed address.

10 Q. (BY MR. POPE) So let me understand why you  
11 needed a confirmed address when we just agreed that both  
12 contracts contain shipping addresses.

13 A. Well, those are very expensive equipment. Of  
14 course we want to confirm that they have the warehouse  
15 and the right person to receive the equipment. We cannot  
16 just ship it without anybody there to sign off or receive  
17 them. Those are very expensive equipment. It's just  
18 like you receive an expensive thing. They ask you to  
19 sign off. And I have to coordinate with the people who  
20 receive it to make sure there's somebody there to receive  
21 it and a proper place to sign off before I ever ship any  
22 equipment. I cannot just deliver them and leave them in  
23 the field and just leave those equipment there. They're  
24 expensive. And those are computer equipment that needed  
25 to be kept in a certain environment.



1 Q. What document, be it an e-mail, a letter, text  
2 message, are you aware of where Crypto Infiniti explained  
3 that it needed confirmation on the site not just for the  
4 address, but to ensure a proper set of personnel to  
5 receive the equipment and proper storage facilities for  
6 the equipment?

7 A. That's industry standard practice. And I don't  
8 believe we actually spend the time to text or e-mail each  
9 other about those details, those industry standard  
10 practice.

11 Q. On what do you base your statement that that is  
12 the industry standard practice?

13 A. Based on the practice of crypto mining. We  
14 have a contract. Our other site to receive equipment, we  
15 would have a lot of communication over which one is the  
16 right date and who will be there. Before we ship the  
17 equipment, we would need a bill of lading of who's going  
18 to be the one receiving. What's his phone number?  
19 What's his name? What's his e-mail? Like all that  
20 information to make sure the guy with the truck to  
21 deliver it knows who to contact. So this information you  
22 need to provide to the shipping company before the  
23 equipment is even able to leave the site, needing the  
24 contacting information, the guy's contact information,  
25 the guy who is going to sign off on the equipment.

1 That's a standard industry practice.

2 Also, logistical practice with a logistics  
3 company would require this information. And the thing is  
4 Mr. Guel is not -- is not leaving me, so he's not  
5 on-site. So we definitely need somebody else's  
6 contacting information, whoever will be on-site, whoever  
7 is going to be able to sign off on this equipment.  
8 Without this information, I cannot even fill out the bill  
9 of lading for the shipping company to take the equipment  
10 away.

11 Q. So help me understand something. I appreciate  
12 the need for that logistical information. What I don't  
13 understand and would like your help with is you had a  
14 shipping address in the contracts. Why wasn't there a  
15 communication before June 17th or even after June 17,  
16 2022, where Crypto Infiniti outlined those pieces of  
17 information?

18 A. We asked him to confirm the shipping address  
19 with our lawyer's letter only because Mr. Guel filed a  
20 lawsuit against us and stopped direct communication with  
21 him. So the way we try to communicate is through the  
22 letter of our lawyer. We were advised we should not have  
23 any direct communication with Mr. Guel without our  
24 lawyer's knowledge.

25 Q. I want to clarify something. You told me a

1 moment ago the reason you needed to confirm the shipping  
2 address was because Mr. Guel had told you to wait because  
3 he wasn't sure what site he wanted the equipment sent to.  
4 You just said you asked for confirmation because of the  
5 lawsuit.

6 A. No. That's not what I said. What I said is we  
7 asked for confirmation through our lawyer because of a  
8 lawsuit. I would have asked for confirmation myself if  
9 not because of a lawsuit. We asked for confirmation  
10 through our lawyer because of a lawsuit. But my  
11 understanding, that's the proper way to do it, and that's  
12 what I was advised.

13 Q. Okay. I appreciate that clarification. Thank  
14 you. Can you see on the screen a letter from -- I  
15 believe it's pronounced Prudentia Law Corporation?

16 A. Yes.

17 MR. POPE: We'll mark this as Exhibit 3.

18 (Exhibit No. 3 marked for  
19 identification.)

20 MR. POPE: And, Mr. Garrett, I apologize.  
21 I didn't send this to you. I had not intended to use it  
22 as an exhibit. But based on testimony, I'd like to talk  
23 about it.

24 Q. (BY MR. POPE) Is this the letter you referred  
25 to from your lawyer asking for confirmation of the

1 shipping address?

2 A. Yes.

3 Q. I think I'll zoom in here so we can see it. I  
4 think you're referring to this second paragraph that  
5 begins with "Accordingly." Is that correct?

6 A. Yes. Yes.

7 Q. Can you agree with me that in that paragraph,  
8 there is no request for information about what personnel  
9 would receive the equipment and what storage facilities  
10 were available at the sites?

11 A. They stated a full address. Normally, if  
12 people ask for full address, it means you give them the  
13 name and the address. If you send a letter to someone,  
14 you need a name, the full address.

15 Q. I understand it says "full address." My  
16 question, though, is can we agree that it does not seek  
17 information about the personnel, their qualifications,  
18 their e-mail or information about storage equipment?

19 A. Yeah. I think it does not mention that.  
20 Uh-huh.

21 Q. The date of this letter -- I'll scroll up  
22 here -- is July 22nd, 2022. That's approximately two  
23 months after Crypto Infiniti executed the contracts with  
24 MO POW 3 and MO POW 4. Correct?

25 A. Sorry. I cannot remember which day the

1 contract was executed. If you think it's two months,  
2 that may be. I cannot remember that.

3 Q. Well, I don't want to make you guess, so let me  
4 pull up the first contract for you. Can you see it on  
5 your screen, the master hosting agreement?

6 A. Yeah.

7 Q. Do you see here in the first line that it's  
8 entered into on the 26th of May, 2022?

9 A. Uh-huh.

10 Q. Is that a yes?

11 A. Yes. Uh-huh.

12 Q. So let's go back to the letter. Just so that  
13 you've seen that now, can we agree that this letter is  
14 approximately two months after this execution date of the  
15 contract?

16 A. Yes. Uh-huh.

17 Q. Why did Crypto Infiniti wait two months after  
18 it signed these contracts to attempt to confirm a  
19 shipping address?

20 A. Because during all the three visits, I have not  
21 seen a site ready for us.

22 Q. Was it Crypto Infiniti's expectation that the  
23 sites would be fully ready before Crypto shipped its  
24 equipment?

25 A. That was the conversation between me and

1 Mr. Guel. During the site visit, he said, "Yes. We ship  
2 the equipment when the site is ready." We needed to have  
3 the equipment before the site is ready, but the site  
4 takes time to build. That's why I think the time of  
5 turnaround was three months or something. It was under  
6 contract. There was a period of time before the site  
7 would be turned around because they needed time to get  
8 the site reviewed.

9 Q. So let's unpack that. It seems like you --  
10 Crypto Infiniti understood that there would be time  
11 between getting the equipment to the site and when that  
12 equipment was turned on and ready to be used. Is that  
13 correct?

14 A. Yes, that's correct.

15 Q. So it seems to me, then, that Crypto understood  
16 that the sites would not be fully ready when Crypto's  
17 equipment arrived at those sites. Is that correct?

18 A. No, that's not correct.

19 Q. Why is that not correct?

20 A. It can be fully ready. It can be not fully  
21 ready. Maybe they need another electrician to connect  
22 it. But they needed to have the block in place to put of  
23 those equipment. But my understanding from Mr. Guel,  
24 based on our conversation during the site visit, is we  
25 are going to communicate about where to ship the

1 equipment, and we are going to communicate about the  
2 detail, and we're going to communicate a temperature.  
3 We're going to communicate those later, yeah.

4 Q. I understand --

5 A. That's why I called to confirm where to ship  
6 the equipment, because the site showed us -- at the  
7 moment, it was a piece of a parking lot that did not have  
8 a facility. It's not like they already had a warehouse  
9 there. They did not have a facility there to be able to  
10 host the equipment. So my understanding is we needed to  
11 ship equipment to a different location other than the  
12 site hosting us because there's -- at the moment, they  
13 have nothing there to host the equipment.

14 Mr. Guel talked about he will try to get a  
15 contract to rent. The existing building there belonged  
16 to the utility company. And I don't know where that  
17 goes. And I don't know if he actually rented a building.  
18 I don't know.

19 Q. Is there an e-mail, text message or other  
20 written document that memorializes these representations  
21 about how shipping was going to work?

22 A. Well, Mr. Guel only does phone calls or in-  
23 person talk. I mentioned that twice already, maybe more.

24 Q. And the nature of depositions is I'll ask some  
25 questions to get the same answer.

1 A. No problem. No problem.

2 Q. I appreciate that. I think that we can agree  
3 that both Crypto Infiniti and MO POW 3 and MO POW 4  
4 understood that the terms of the contracts that they  
5 signed ultimately controlled their rights and  
6 responsibilities. Correct?

7 MR. GARRETT: Objection. Form.

8 A. I can't answer that question because I don't  
9 know what is my right. And that is a question not in my  
10 field. I can't say yes or no to that.

11 Q. (BY MR. POPE) I'll rephrase. Did Crypto  
12 Infiniti believe that it had to do anything beyond what  
13 the contracts it signed with MO POW 3 and MO POW 4  
14 required?

15 MR. GARRETT: Objection. Form.

16 A. Can you rephrase that question? I'm not quite  
17 understanding what you mean by "beyond." Amendment of a  
18 contract? What do you mean by that?

19 Q. (BY MR. POPE) I'm asking, Crypto Infiniti  
20 signed a contract.

21 A. Yeah.

22 Q. Did Crypto Infiniti believe it had to do  
23 anything other than what was in the contract?

24 A. A lot of the coordinating began -- the contract  
25 does not cover everything.



1 Q. I understand that the contract doesn't cover  
2 every scenario that could come up. But when you signed  
3 the contract, did Crypto believe that the contract  
4 covered what was necessary to make this transaction  
5 happen?

6 A. The contract is only necessary for what a  
7 contract means. And the contract is not necessary to  
8 cover the information that a shipping company requires to  
9 ship equipment. That is not detailed in the contract. I  
10 would say it only covered what it needed to cover in the  
11 contract. The hosting agreement is needed to cover what  
12 you have to do for hosting.

13 Q. You mentioned things that the shipping company  
14 would require. This is going to be a similar thing to  
15 something we already talked about. Did Crypto Infiniti  
16 ever provide someone at MO POW 3 or MO POW 4 a document  
17 that says, "Here's what the shipping company requires"?

18 A. I think that's standard of practice. When  
19 Mr. Guel sent me the bill of lading, they clearly have  
20 all that information on it. And if they didn't check it,  
21 that's industrial standard of practice. I don't think  
22 it's my job to have to tell Mr. Guel how to deal with the  
23 shipping company.

24 Q. Did I understand you to say just there at the  
25 end that you don't believe it was your job to tell

1 Mr. Guel how to deal with the shipping company?

2 A. Yes. So Mr. Guel should have a standard of  
3 practice with the shipping company. And the shipping  
4 company has a standard of practice that's standard of  
5 practice in the industry that when you ship something,  
6 you need a contacting person's information.

7 Q. Well, Mr. Guel wasn't the one shipping the  
8 equipment. It was Crypto Infiniti. Correct?

9 A. Yes. That's correct. But if Mr. Guel had a  
10 deal with the shipping company for many, many years, he  
11 should have a standard understanding. Plus, the bill of  
12 lading he sent to me clearly has a contact person's  
13 information.

14 Q. Let's go back to the first amended  
15 counterclaims. Go back to -- go down to paragraph 25.  
16 This says during -- it's referencing a June 21, 2022,  
17 site visit. It says, "A representative from MO POW 3 and  
18 MO POW 4 refused to provide data concerning digital  
19 currency equipment temperatures pursuant to Mr. Guel's  
20 instruction." Who is that representative?

21 A. I don't remember his name. And he was a guy  
22 working for Mr. Guel.

23 Q. Who was present from Crypto during this June  
24 21st, 2022, site visit?

25 A. I was there. Yes, I was there. And there were

1 people that came with me. And the people who came with  
2 me were working for the equipment company. So I took  
3 people who understand the equipment temperature with me.  
4 And they were working for Bitmain. And they came just to  
5 help me to understand the Bitmain's equipment that will  
6 be able to run properly on the site. Because their  
7 equipment, it's good, but their equipment is temperature-  
8 sensitive.

9 Q. Let's look at paragraph 27 [sic]. This says,  
10 "On June 24th, 2022, counsel for Mr. Guel communicated  
11 with Crypto Infiniti and explained that Mr. Guel had not  
12 received \$3,066,000 under the second contract with MO POW  
13 4, and therefore, Mr. Guel reserves the right to honor  
14 the HSAs executed between my client and CI but has no  
15 legal obligation to do so."

16 Oh, I'm sorry. I read the wrong paragraph.  
17 That was paragraph 26. But let me ask you a question  
18 about that now that I've read it. Do you agree that  
19 Crypto Infiniti did not pay the \$3,066,000 under the  
20 second contract with MO POW 4?

21 A. Yes. We did not pay that for the second  
22 contract. But it was paid in full for the first  
23 contract.

24 Q. Now let's go to paragraph 27. Sorry about  
25 that. Paragraph 27 refers to a Zoom meeting between

1 for. And for them to provide the hosting service, they  
2 needed to have the container outside and connected with  
3 power and the Internet ready. Then they can -- then they  
4 can take our equipment and connect them inside of the  
5 container. So we are paying for the hosting service,  
6 which you could have a deposit to get the site ready.

7 Q. (BY MR. POPE) I understand that general  
8 explanation. My question, though, was more specific. On  
9 what provision of the MO POW 3 or MO POW 4 contract does  
10 Crypto Infiniti rely upon for its expectation that the  
11 dollars it paid would be specifically used to ready the  
12 sites?

13 MR. GARRETT: Objection. Form. Asked and  
14 answered. Calls for a legal conclusion.

15 Q. (BY MR. POPE) Before you answer, let me  
16 address that objection. I'm not asking for a legal  
17 conclusion. I just want to know that they looked at  
18 something, thought of something, and it has not been  
19 answered. Go ahead.

20 MR. GARRETT: Let me respond for the  
21 record. You're asking a question about a provision of  
22 interpretation of a contract, which is a legal analysis  
23 that's currently pending before the Court. You're asking  
24 for a legal conclusion. Go ahead. You may answer.

25 A. I believe the 4 million -- a little more than

1 \$4 million was paid to exchange hosting service. There's  
2 a clause that defines what it means, a hosting service,  
3 and it includes power, Internet connection, all those  
4 things. And I believe that's what we paid for.

5 Q. (BY MR. POPE) I'm following that. So let me  
6 ask the question a little bit differently. Why did it  
7 matter to Crypto Infiniti that the dollars it paid were  
8 used to ready the sites as opposed to dollars from other  
9 sources being used to ready the sites?

10 MR. GARRETT: Objection. Form.

11 A. I don't have information of what exactly  
12 they're planning to use to pay for the site. That is  
13 Mr. Guel's business practice. The dollar  
14 [unintelligible]. How do I know exactly? I don't know.  
15 I don't quite understand this question.

16 Q. (BY MR. POPE) So let me rephrase it. Does it  
17 matter to Crypto Infiniti the source of the dollars used  
18 to get the sites ready if the sites are ready?

19 MR. GARRETT: Objection. Form.

20 A. If the site is ready, they provide us a  
21 service. What exactly he's planning to spend to build  
22 it, it's not my business to tell Mr. Guel how to do  
23 business practice.

24 Q. (BY MR. POPE) So is it fair to say, then, that  
25 Crypto Infiniti's expectation was that the sites were